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Attorney for Plaintiff
FREDERICK H. GREENLEY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

Frederick H. Greenley,

Plaintiff,

v.

The Reynolds & Reynolds Company, and
Does 1 through 20, inclusive,

Defendant.

Case No. C 07-03208 SBA

**JOINT CASE MANAGEMENT
STATEMENT**

Honorable Sandra Brown Armstrong

1 Pursuant to Rule 16 of the Federal Rules of Civil Procedure and the Standing Order
2 for all judges of the Northern District of California, counsel met and conferred in compliance with
3 Federal Rules of Civil Procedure. Defendant Cisco Systems, Inc. and Plaintiff Frederick Greenley
4 file this case management statement pursuant to Civil Local Rule 16-9.

5 Plaintiff Frederick Greenley ("Plaintiff") is represented by Douglas A. Kahn.

6 Defendant The Reynolds and Reynolds Company ("Defendant") is represented by
7 lead counsel Michelle B. Heverly and Erica H. Kelley, both of Littler Mendelson, PC.

8 **I. JURISDICTION AND SERVICE**

9 Defendant timely filed a notice of removal based on Diversity because Plaintiff is a
10 resident of the state of California and Defendant is incorporated under the laws of Ohio and has its
11 principal place of business in Ohio. All of the parties to the action have been served.

12 **II. FACTS**

13 The Reynolds and Reynolds Company provides information management systems
14 and related services to the automotive industry, and provides automotive dealers with solutions to
15 increase sales and customer retention and improve customer satisfaction through services,
16 consultative analysis and sales of forms and other consumables. Plaintiff was hired by Defendant in
17 approximately 1982 and became a sales associate in Northern California. In 2002, Plaintiff signed a
18 Sales Representative and Associate Agreement for California Employees that specifically stated that
19 he would be bound by the terms of agreement. In 2007, Defendant mandated that its employees,
20 including Plaintiff, sign a new employment agreement containing, among other things, non-
21 competition, non-solicitation, and arbitration provisions. Plaintiff was thereafter terminated because
22 he refused to sign the agreement.

23 Factual issues in dispute thus include whether the employment agreement, which
24 Plaintiff refused to sign, was against California's public policy and whether the customer lists and
25 forms are protected trade secrets. The parties also dispute whether Plaintiff took sufficient steps to
26 mitigate his alleged damages.

27 **III. LEGAL ISSUES**

28 The primary issue of law disputed by the parties is whether or not the employment

1 agreement was unlawful under California's public policy and in violation of Cal. Bus. and Prof Code
2 §17200.

3 **IV. MOTIONS**

4 Plaintiff intends to file injunctive or declaratory relief in October 2007. Thereafter or
5 concomitantly, Plaintiff might file a motion for summary adjudication on liability. Defendant may
6 also file a motion for summary judgment, or in the alternative, summary adjudication after Plaintiff's
7 motion for declaratory relief is heard.

8 **V. AMENDMENT OF PLEADINGS**

9 Plaintiff does not intend to amend the pleadings at this time, although he might seek
10 to remand the case to state court if individual liability is discovered which might defeat diversity
11 jurisdiction.

12 **VI. EVIDENCE PRESERVATION**

13 Defendant The Reynolds and Reynolds Company will be issuing a litigation hold in
14 order to preserve all electronic evidence relevant to the issues in this action.

15 **VII. DISCLOSURES**

16 The parties have agreed to exchange Rule 26 Initial Disclosures on September 21,
17 2007.

18 **VIII. DISCOVERY**

19 With the initial case management conference set for September 26, 2007, neither
20 party has engaged in any discovery to date. In addition, neither party anticipates conducting
21 discovery outside the scope permitted by the Federal Rules of Civil Procedure. The parties propose
22 the following discovery deadlines:

23 Close of Non-Expert Discovery: February 15, 2008

24 Date for Disclosure of Experts: TBD (90 Days Prior to Trial)

25 Close of Expert Discovery: TBD (30 Days Prior to Trial)

26 **Defendant's Discovery Plan**

27 1. Defendant anticipates noticing and taking three to five depositions, including
28

1 expert depositions. Defendant will propound Interrogatories, Requests For Production of
2 Documents, and may propound Requests For Admissions.

3 2. Defendant intends to conduct additional written discovery related to the
4 above-described factual and legal contentions and related to the affirmative defenses set forth in its
5 General Denial and Affirmative Defenses.

6 3. Defendant anticipates filing a dispositive motion after Plaintiff's declaratory
7 relief motion is heard.

8 4. Defendant does not anticipate any proposed changes to the FRCP discovery
9 limits.

10 5. Defendant is not aware of any issues that must be brought to the Court's
11 attention at this time regarding the timing, sequencing, phasing, or scheduling of discovery.

12 6. Defendant does not anticipate the need to take discovery outside the United
13 States.

14 7. Defendant will videotape the deposition of Plaintiff and other witnesses.

15 **Plaintiff's Discovery Plan**

16 1. Plaintiff anticipates noticing and taking approximately three to five
17 depositions, including expert depositions. Plaintiff will propound Interrogatories, Requests For
18 Production of Documents, and may propound Requests For Admissions.

19 2. Plaintiff will videotape the deposition of certain Defendants and other
20 witnesses.

21
22 **IX. RELATED CASES:**

23 There are no related cases pending in this Court.

24 **X. RELIEF**

25 Plaintiff seeks injunctive or declaratory relief regarding whether the previously
26 executed employment agreement and the proposed employment agreement (for which his refusal to
27 sign caused him to be fired) is against California's public policy. Plaintiff also seeks damages,
28 including compensatory and punitive damages and attorneys fees and costs according to proof.

XI. SETTLEMENT AND ADR

The parties have not engaged in settlement discussions to date. The parties are amenable to an early settlement conference before a magistrate judge to be set in October 2007.

XII. CONSENT TO MAGISTRATE JUDGE FOR ALL PURPOSES

Defendant did not consent to a Magistrate for all purposes.

XIII. OTHER REFERENCES

This case is not suitable for reference to a special master, or the Judicial Panel on Multidistrict Litigation.

XIV. NARROWING OF ISSUES

Defendant requests bifurcation of the punitive damages portion of Plaintiff's claims. Plaintiff intends to file a motion for declaratory relief pertaining to the legality of both employment agreements. Once the Court decides that issue, the trial may or may not be limited to damages and Plaintiff's mitigation efforts.

XV. EXPEDITED SCHEDULE

Not having conducted discovery to date, it is too early for the parties to opine on whether this is the type of case that can be handled on an expedited basis with streamlined procedures.

XVI. SCHEDULING

Exchange of Initial Disclosures (FRCP 26(a)(1))	September 21, 2007
Non-Expert Discovery Completion Date	February 15, 2008
Deadline for Non-Dispositive Motions	60 days prior to trial
Deadline For Filing Dispositive Motions	60 days prior to trial

Settlement Conference	October 2007
Disclosure of Expert Witnesses	90 days prior to trial
Pre-trial conference	6 weeks prior to trial
Expert witness discovery completion date	30 days prior to trial
Proposed Trial Date	April 28, 2008

XVII. TRIAL

Defendant requests a bench trial, however, Plaintiff requests a jury trial. The parties estimate a total of 3-4 days for trial.

XVIII. DISCLOSURE OF NON-PARTY INTERESTED ENTITIES OR PERSONS

Pursuant to Civil L.R. 3-16, the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding: The Reynolds and Reynolds Company, Dealer Computer Services, Inc. as the parent company of The Reynolds and Reynolds Company and Plaintiff Frederick Greenley.

1 Dated: September 17, 2007

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3 / s /
4 MICHELLE B. HEVERLY
5 ERICA H. KELLEY
6 LITTLER MENDELSON
7 A Professional Corporation
8 Attorneys for Defendant
9 THE REYNOLDS AND REYNOLDS
10 COMPANY

11 Dated: September 17, 2007

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15 Attorney for Plaintiff
16 Frederick Greenley
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